2589705

CH \$190.00

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Indalex Inc.		02/02/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	U.S. Bank National Association, as Collateral Agent		
Street Address:	60 Livingston Avenue, EP-MN-WS3C		
City:	St. Paul		
State/Country:	MINNESOTA		
Postal Code:	55107		
Entity Type:	CORPORATION: DELAWARE		

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2589705	I
Registration Number:	2726770	INDALEX ALUMINUM SOLUTIONS
Registration Number:	2734214	INDALEX ALUMINUM SOLUTIONS
Registration Number:	2768610	SECURITY+
Registration Number:	2524681	I
Registration Number:	2617601	REFLEX
Serial Number:	78152297	INDALEX EXPRESS

CORRESPONDENCE DATA

Fax Number: (866)459-2899

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-783-2700

Email: pagodoa@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Suite 401

Address Line 2: attn: Penelope J.A. Agodoa

TRADEMARK REEL: 003251 FRAME: 0948

900042726

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005			
ATTORNEY DOCKET NUMBER:	351836		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		
Signature:	/pja/		
Date:	02/22/2006		
Total Attachments: 7 source=351836#page1.tif source=351836#page2.tif source=351836#page3.tif source=351836#page4.tif source=351836#page5.tif source=351836#page6.tif source=351836#page7.tif			

Schedule I

I. Trademarks

Registered Owner	<u>Mark</u>	Registration Number	Expiration Date
Indalex Inc.		2,589,705 07/02/2002	07/02/2012
Indalex Inc.	INDALEX ALUMINUM SOLUTIONS	2,726,770 06/17/2003	06/17/2003
Indalex Inc.	INDALEX ALUMINUM SOLUTIONS	2,734,214 07/08/2003	07/08/2013
Indalex Inc.	SECURITY+	2,768,610 09/30/2003	09/30/2013
Indalex Inc.	REFLEX	2,617,601 09/10/2002	09/10/2012
Indalex Inc.		2,524,681 01/01/2002	01/01/2012

II. Trademark Applications

Registered Owner	<u>Mark</u>	Registration Number	<u>Date</u> <u>Filed</u>
Indalex Inc.	INDALEX EXPRESS	78/152,297 08/08/2002	

TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of February 2, 2006, among INDALEX INC. (the "Company") and U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent (the "Collateral Agent").

Reference is made to (i) the Indenture dated as of February 2, 2006, among Indalex Holdings Finance, Inc. ("Parent"), Indalex Holding Corp. (the "Issuer"), the Company, the other Subsidiary Guarantors identified therein and U.S. Bank National Association, as Trustee (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture"), pursuant to which the Issuer issued the Securities (as defined therein) and (ii) the Security Agreement dated as of February 2, 2006 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among Parent, the Issuer, the Company and the other Subsidiary Parties identified therein and the Collateral Agent. The Trustee has agreed to enter into the Indenture, and the Initial Purchasers and Holders have agreed to purchase the Securities, on the terms and subject to the conditions set forth in the Indenture and the Purchase Agreement dated as of January 30, 2006, among Parent, the Company and the Initial Purchasers. The obligations of the Initial Purchasers to purchase the Securities are conditioned upon, among other things, the execution and delivery of this Agreement.

SECTION 1. <u>Terms.</u> Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement and the Indenture, as applicable. The rules of construction specified in Section 1.04 of the Indenture also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Company, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Company or in which such the Company now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

INDALEX INC.,

bv

Name:

Trademark Security Agreement

U.S. BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT,

hw

Title:

Raymond S. Haverstock Vice President

Trademark Sourcity Agreement

Schedule I

I. Trademarks

RECORDED: 02/22/2006

Registered Owner	<u>Mark</u>	Registration Number	Expiration Date
Indalex Inc.	I I	2,589,705 07/02/2002	07/02/2012
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Indalex Inc.	REFLEX	2,617,601 09/10/2002	09/10/2012
Indalex Inc.	I (I)	2,524,681 01/01/2002	01/01/2012
Indalex Inc.	INDALEX EXPRESS	78/152,297 08/08/2002	Pending application